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ABSTRACT

New decisions of the National Labor Relations Board and/or its Regional Directors concerning claims like the "NLRB v. Yeshiva" case are briefly described. The cases of the following schools that have filed Yeshiva-related claims are outlined: Florida Memorial College, College of Osteopathic Medicine and Surgery (COMS), Stevens Institute of Technology, Kendall School of Design, Seton Hall University, Nasson College, Lewis University, Parsons School of Design, and English Language Institute of American University. The article concludes that the outcome of each of the cases was predictable since the National Labor Relations Board (NLRB) utilized the standards set forth by the U.S. Supreme Court in the Yeshiva decision. The union victories in Florida Memorial, Kendall, Lewis, and American all occurred at institutions where the faculty possessed little, if any, managerial authority. For the decisions at COMS, Stevens, and Seton Hall, the NLRB declared previously certified units as no longer being able to bargain collectively under the protections of the National Labor Relations Act. The article on medical faculty unionization contains survey findings for a sample of U.S. and Canadian medical schools. Most of the medical schools where faculty bargained collectively did so as part of system-wide bargaining units. A 1983-1984 workshop schedule and registration form conclude the document. (SW)

NEWSLETTER

National Center for the Study of Collective Bargaining in Higher Education and the Professions

Published at Baruch College - City University of New York - Vol 11, No. 3

July - August 1983

ED235717

# "YESHIVAWATCH"--YEAR FOUR

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# NEWSLETTER

NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION AND THE PROFESSIONS

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# "YESHIVAWATCH"—YEAR FOUR

Since our last Yeshiva-Update, Vol. 10, No. 3, the National Labor Relations Board and/or its Regional Directors have issued five new decisions concerning Yeshiva-related claims. Each case has its own distinguishing characteristic, the salient points of which are set forth below. As of this date, approximately fifty Yeshiva claims have been filed. For a complete analysis of the Yeshiva decision, NLRB v. Yeshiva University 444 U.S. 672 (1980); the reader is referred to NCSCBHEP Newsletters, Vol. 8, No. 1; Vol. 9, No. 2; and Vol. 10, No. 3.

Item No. 16: FLORIDA MEMORIAL COLLEGE - NLRB No. 160(1982)

In Florida Memorial, the administration petitioned the NLRB for a unit classification hearing claiming that Yeshiva was controlling and that the faculty was not entitled to bargain under the protection of the NLRA. The United Faculty of Florida, AFT, AFL-CIO, FEA/United, had won representational rights in 1979 for a unit of approximately 40 faculty. Negotiations were broken off by the college pending the outcome of its claim. The Board, members Fanning, Jenkins and Zimmerman, held that the tests of the exercise of absolute authority set forth in Yeshiva were not present in this instant case and therefore denied petitioners claim.

Chairman Van de Water and member Hunter dissented claiming "...the fact that the administration retains ultimate authority fails to remove this case from the Yeshiva rationale. As the Court there noted, the relevant consideration is effective recommendation or control rather than final authority..."

Set forth below are the determinative points addressed in the majority decision.

> The facts in the instant case demonstrate that in some significant areas this faculty possesses no authority, and in others it possesses only a limited degree of influence. In no area does it exercise the absolute authority of the Yeshiva faculty. Thus, in summary, we note that the various standing committees here generally have been granted little authority, do not meet regularly, are not comprised solely of faculty members, and are not fully staffed. Further, unlike Yeshiva, the curriculum is not within the faculty's absolute control, since all decisions involving course offerings must be approved by the Academic Council, almost one-half of whose voting members are administrators, and other curricular proposals must be approved by the dean of academic affairs or the board of trustees. While the faculty members generally determine the content of their own courses, even this basic academic function is carried out in collaboration with the dean of academic affairs insofar as the selection of textbooks is concerned. The faculty has no effective control over admissions policy or matters relating to the retention, suspension, probation, or expulsion of students or to graduation requirements. Additionally, teaching loads are assigned by the dean of academic affairs, who also determines whether a section of a course is under- or over-enrolled.
>
> The faculty is also without any substantial authority with respect to such matters as hiring, tenure, promotions, grievances, or sabbaticals. In this regard, hiring of full-time faculty has occasionally been accomplished with the aid of

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search committees made up in part of faculty members, but some of their recommendations have been rejected by President Robinson. In other cases, no search committees were formed, and hiring was done by administration officials acting without faculty participation. There is no tenure at the College. Furthermore, faculty contracts make it a condition of employment that faculty members obey the rules and regulations prescribed by the College's president....Raises and promotions are granted by the administration, sometimes with the recommendation of division chairpersons as to whether faculty members should receive a larger or smaller raise within a range established by the administration. Chairpersons' recommendations, however, were shown not to be controlling in the event the board of trustees concludes that a different salary figure would be appropriate. Faculty grievances are resolved through the administrative chain of command of the dean of academic affairs, the president, and the board of trustees. The Faculty Grievance Committee was not shown to have any effective control over the disposition of such grievances. The single sabbatical granted in recent years required the approval of the administration, including the board of trustees.

Additionally, the budget itself is drawn up and managed by administration officials without significant input from faculty members. The record makes it plain that administration officials, and particularly the College's business manager, are free unilaterally to promulgate a wide range of rules and policies affecting the budget which faculty members are obligated to follow. Finally, we note that administrative personnel made the decisions to open and where to locate the College's satellite facilities.

It is clear from the foregoing and the record as a whole that here, in contrast to the situation in Yeshiva, the faculty's authority in strictly academic matters is far from absolute, and that the faculty exercises no substantial control in spheres beyond the strictly academic....Mere consultation with the faculty, even if this vague terminology is given the strongest reading possible in light of the record as a whole, does not give the faculty effective control in formulating management policies....

Item No. 17: COLLEGE OF OSTEOPATHIC MEDICINE AND SURGERY (COMS) - 265 NLRB No. 37(1982)

In COMS, the Board, Chairman Van de Water, Zimmerman and Hunter held that the entire faculty were managerial and excluded all COMS faculty from the bargaining unit. The AFT local, which had first gained bargaining rights in 1975, was ordered decertified. The Board rejected the union's claim that "...a unit should not be able to bargain itself out of the protections of the Act!" The Board found Yeshiva should be controlling and held:

...It is evident from the record that the COMS faculty currently has almost plenary authority in academic matters and significant input into important nonacademic matters. The faculty is instrumental not only in the day-to-day operation of the College but also in its long-range policy planning. Moreover, faculty members have considerable influence over their colleagues' job security and advancement. In sum, the COMS faculty clearly has managerial authority as outlined in Yeshiva, and in subsequent Board decisions....

The Union further contends that a unit should not be able to "bargain itself out of the protections of the Act." The Union asserts that the faculty's authority has been gained and maintained solely through an adversarial process of collective bargaining, and that faculty interests are not truly aligned with management, as contemplated by the Court in Yeshiva, supra.

The Union fears that if the faculty were unprotected by a collective-bargaining agreement the Employer could unilaterally remove any managerial authority that the faculty has achieved through collective bargaining.

Although we recognize the concerns expressed by the Union, we are constrained to reject this contention. The Supreme Court was primarily concerned that a collective bargaining relationship might cause college faculty members to divide their loyalties between their employers and unions. The Yeshiva decision does not expressly or impliedly distinguish situations in which managerial authority was gained through collective bargaining from situations in which such authority was more freely granted, and we do not believe that such a distinction is required by the Act. Accordingly, we must look to the extent of managerial authority held by college faculties rather than the manner in which such authority was obtained.

The Board did not preclude further litigation on the issue of the managerial status of the faculty at COMS. In what observers see as a potential signal the Board indicated that "...If the college removes sufficient authority from its faculty members so that they revert to the status of nonmanagerial employees, the Board will process a proffered representation petition at that time." Whether or not faculty members who have been adjudged to be managerial employees can regain protected rights under the Act remains to be seen.

Item No. 18 - STEVENS INSTITUTE OF TECHNOLOGY 22-CA 10267 (1982)

After being recognized as the exclusive bargaining agent for the faculty at Stevens Institute of

Technology and after having negotiated two collective bargaining agreements in that time period, the AAUP Chapter at Stevens lost its right to bargain under the protection of the National Labor Relations Act. In dismissing an unfair labor practice charge filed by the faculty bargaining agent against the trustees which alleged that the employer had violated the Act "...by unilaterally modifying existing wage rates of the members of the certified bargaining unit," the Administrative Law Judge relied on the findings in Yeshiva.

As in Yeshiva the faculty, together with the administration, were found to formulate the curriculum and make decisions relating to examinations, grading policies, credit and graduation requirements and student appeal guidelines. The faculty had a voice in the selection of the college president and also had been involved in choosing the provost. The judge found, and the Board concurred, that

> ...This record establishes that the Stevens faculty determine "the product to be produced, the terms upon which it will be offered and the customers who will be served. "The control exercised by the FAV (Faculty and Administration with Vote) and its committees extends beyond the control exercised by an individual professor with respect to the course he teaches, its content and the method he will utilize to teach the course. The FAV and its committees have determined the structure of the Institute in academic matters."
>
> It is contended that the authority of the faculty with respect to nonacademic matters is limited. This record, however, does not support this assertion.

The decision here was contrasted with Duquesne inasmuch as it related to control over monetary decisions. Although the Stevens faculty were found to have limited participation in monetary affairs, this was not controlling "...in view of the overwhelming evidence of the decisive faculty participation in all other aspects of the Institute."

In sum, the judge held:

> ...I find that the faculty members at Stevens Institute are managerial employees and are, therefore, not employees within the meaning of the Act. The fact that there has been some collective bargaining, as evidenced by the collective bargaining agreements, is immaterial in view of my conclusion that the employees involved herein are managerial employees, and therefore not covered by the Act. Accordingly, I conclude that the allegations of the Complaint have not been sustained.

Item No. 19 - KENDALL SCHOOL OF DESIGN

7-UC-226

At Kendall School of Design, the Regional Director of the NLRB found that not only didn't the institution qualify for a Yeshiva-like exemption from collective bargaining but that the faculty "...as a whole and individually exercise astonishingly little power..." The NEA affiliate at Kendall was first recognized in 1974 as the bargaining agent. The parties have had a collective bargaining history from that point on. In May 1980, the school withdrew recognition from the union citing Yeshiva. After a series of legal skirmishes, the employer filed a unit clarification petition which resulted in this finding:

> ...The evidence adduced at hearing does not support a finding that the faculty members of Kendall School of Design are managerial employees, as defined by Yeshiva. In fact, the faculty as a whole and individually exercise astonishingly little power as best exemplified by the individual faculty member's inability to make independently even those decisions basic and necessary to teaching their own classes. These include determining course content, choosing the text, taking field trips, cancelling class sessions, trading classes or using a substitute teacher. This lack of power, is further carried forward in the committee involvement by faculty members. The Administration retains tight control over committee membership, chairs, procedures, agendas, and final products. See generally Florida Memorial College, 263 NLRB No. 160, slip op. at 5. By contrast, faculty on committees have no access to or power to affect the committees' final products and are unaware of what use is being made of the committees' work.
>
> Final approval of all matters, including all major curriculum changes, rests with the Board of Trustees, aided by the Administration. The Trustees, with the administration, set salaries and employment benefits, course load and requirements, faculty policies as set forth in the faculty handbook, matriculation, retention, and graduation requirements, tuition and fees, school calendar, enrollment, approval of hiring and firing. Major decisions as to the future role of the school have been made by the administration, with at most post facto presentation to the faculty of accomplished acts. Among these are the transformation of the faculty into ranked faculty, the choice of a new site for the school, remodeling decisions, the creation of joint degree programs, and the seeking of accreditation and degree granting status. Day-to-day decisions, such as firing, hiring, and discipline, the manner in which hiring is to be accomplished, transfers, provisions for days off and use of evaluations are all rendered solely by the administration.

Accordingly, the employer's unit clarification petition with respect to faculty and departmental chairpersons was dismissed.

> "...In sum, the faculty of Kendall do not "formulate and effectuate management policies by expressing and making operative the decisions of their employer "through taking or recommending discretionary actions that effectively control or implement employer policy." NLRB v. Yeshiva University, 444 U.S. 672, 682-83 (1980). Accordingly, the Kendall faculty are not managerial employees."

Item No. 20: **SETON HALL UNIVERSITY** - 22-RC-8765, 22-RM-599, 22-UC-96

In Seton Hall, the acting Regional Director of the Newark, New Jersey office of the NLRB granted the unit clarification sought by the university and excluded "...all full-time faculty members, including professional librarians, professors emeriti (when actually employed on campus) and resident clergy of the Archdiocese of Newark." Acknowledging that in this instant case "...the role of the faculty in carrying out professional activities in and outside the classroom is clearly limited to utilizing their professional expertise or making routine recommendations within policies established by the university..." Nevertheless, Yeshiva was envoked.

A further distinction was noted between Yeshiva and Seton Hall:

> Further unlike the teachers at Yeshiva University, the faculty at Seton Hall do not effectively control the establishment of new academic programs, the formulation of academic policies such as student retention or grading policies, the tuition level or the location of the school.

In the final analysis, and despite at least two noticeable distinguishing characteristics, the critical factor still remained that the Seton Hall faculty played "a major and effective role" in policy formulation.

> ...Faculty members effectively determine the course offerings, core curriculum and graduation requirements for each school, the requirements for majors in academic disciplines and degrees offered by the University, school and program admission standards higher than the University minimum, admission to the graduate program and school of Education, and the re-admission of students who have previously withdrawn from the University. In non-academic areas, the faculty effectively control the hiring and evaluation of full-time and part-time faculty members and the promotion and tenure of full-time faculty members. In some instances, faculty members have even effectively determined the salaries offered to newly hired faculty. Additionally, the faculty have substantial input into the budgetary process and the hiring of administrative personnel. Thus, the faculty at Seton Hall University, by virtue of their professional expertise, appear to play a major and effective role in the formulation and effectuation of the policies.

In reaching the decision, the Board appeared to have relied, to a certain degree, upon statistical evidence. They found that during the three years preceding the decision that "...with the exception of one resolution now pending before the Board of Regents, all of the approximately 15 resolutions passed by the Senate have been implemented." However, while citing these numbers, the faculty participation in the Senate was not viewed as dispositive.

Although not to the extent experienced at Wagner, COMS and Stevens, the faculty at Seton Hall had previously enjoyed a collective bargaining relationship. The decision analyzes the various provisions of the collective bargaining agreement and held that "...despite the limitation of the authority of the faculty set out in the collective bargaining agreement..." the faculty at Seton Hall are, in essence, managerial.

Item No. 21: **NASSON COLLEGE**

Another Yeshiva issue is now considered moot as Nasson College in Springvale, Maine recently entered bankruptcy and temporarily closed its doors. Three collective bargaining agreements had been negotiated between the college and the Nasson Faculty Guild, Local 3779 of the American Federation of Teachers. At the time of the last agreement which expired August 31, 1983, the bargaining unit had been reduced from thirty fulltime faculty to nineteen. No Yeshiva claim was ever presented to the Board as the parties "agreed to disagree" with respect to the status of faculty members as employees and/or managers.

The 1981-83 contract contained a separate letter of agreement pertaining to the status of faculty members as "Employees" or "Managers". The salient portion of that letter is set forth below:

> The parties acknowledge that in negotiating the 1981-83 Agreement, the College and the Guild "agreed to disagree" on the issue of whether the faculty members of Nasson College were "employees" protected by the National Labor Relations Act, or "managers" as suggested by the Yeshiva decision. In that resolving this dispute was not necessary as

part of negotiating a new Contractual Agreement, neither party was required to alter its position on this issue, and the negotiating and signing of this new Agreement is wholly without prejudice to the respective positions or rights of either party.

Discussions are currently underway concerning a restructuring and possible reopening of Nasson College. In that event, the Yeshiva issue may once again surface. However, as of this writing the case is considered closed.

Item No. 22: **LEWIS UNIVERSITY** - 265 NLRB No. 157(1982)

By a vote of 3 to 2, the NLRB dismissed the unit clarification petition of Lewis University which had asked "...the Board to clarify this unit to exclude certain faculty members as managerial and therefore not employees within the meaning of the Act." In addition to the unsuccessful Yeshiva claim, the Board also rejected a challenge to its jurisdiction to sit in this matter holding that Catholic Bishop (440 U.S. 490, 1979) applies only to parochial elementary and secondary schools and not colleges and universities.

(See College of Notre Dame, 245 NLRB 386(1979) and Barber-Scotia, 245 NLRB 406 (1979).

The Board found that the Faculty Life Committee of the College of Arts and Sciences was a properly certified labor organization that had previously negotiated labor agreements with the university.

The NLRB analyzed the authority granted to the faculty, both as individuals and as committee members and rejected the argument that in academic matters the decisions of the faculty were absolute. They stated:

> In examining the master contract, we do not view authority which faculty members exercise pursuant to the master contract as ipso facto nonmanagerial. Rather, the master contract merely constitutes evidence of both the Employer's and the faculty members' authority and the relationship of these two parties. This evidence, along with evidence such as, inter alia, testimony of the individuals involved and other exhibits submitted by the parties, is all considered in resolving the ultimate issue of whether the faculty members in question are excluded from coverage under the Act as managerial employees.
>
> A review of the master contract reveals that the contract "reserved" for management the "power, right, authority, duty, and responsibility to and for the management and operation of the institution." Siginificantly, management has reserved to itself the areas of, inter alia, methods, techniques, and programs of instruction and the hiring, promotion, and discharge of faculty members.
>
> Further, ...an examination of the master contract from the perspective of ascertaining the extent of the authority accorded faculty members indicates that faculty members are not authorized independently to formulate and effectuate academic policies, but rather perform their duties through the use of professional expertise. Moreover, the limited benefits and procedures accorded the faculty members through the master contract concern wages, hours, and working conditions, all recognized mandatory subjects of bargaining.
>
> In light of the reservation of rights in the master contract and the currently proposed faculty handbook, and the limited authority bestowed on the faculty members through the master contract, ...the master contract demonstrates that the faculty members of the College of Arts and Sciences at Lewis University were not intended to perform managerial functions or to be considered managerial employees.

A vigorous dissent was filed by member Hunter who, while concurring with Chairman Van de Water's dissent, found fault with the reasoning set forth by the majority:

> Throughout the majority's decision, three analytical devices are used, singly or in combination, to avoid the conclusion that certain authority exercised by the faculty is sufficient to confer managerial status upon it. Thus, where the Chairman and I see evidence of managerial authority, the majority sees either (a) authority with respect to mandatory subjects of bargaining embodied in the parties' master contract, (b) mere exercise of professional judgment, or (c) authority only to make nonbinding recommendations. In my estimation, each of these facets of the majority rationale is critically misguided and without basis in law.

Caution is suggested for those who view Lewis as a shift in the Yeshiva doctrine. Lewis demonstrates that the Board will not automatically superimpose Yeshiva on all employer claims but instead will continue to require a substantial showing of proof on a case-by-case basis.

MISCELLANEOUS

Item No. 23: PARSONS SCHOOL OF DESIGN

Although no formal claim was exercised, the Yeshiva doctrine emerged during an organizing drive by the New York State United Teachers/AFT, AFL-CIO at Parsons School of Design in New York City. The Parsons case involves numerous issues including the question of unit mix between full-time and part-time faculties; however, that issue is beyond the scope of this discussion. Our primary interest in Parsons is the stipulation entered into between the parties which provided that if a unit were to be certified the Parsons faculty would not be deemed managerial. An election was ordered; the ballots of said election have been impounded based on the college's claim that the unit as constituted was not proper under the NLRA. The case is currently on appeal to the full Board in Washington, D.C.

Item No. 24: ENGLISH LANGUAGE INSTITUTE, AMERICAN UNIVERSITY - 5-RC-11743 (1982)

In what appears to be the first Yeshiva claim concerning a special institute within a university, the regional NLRB, after a six-week hearing, rejected the argument by American University that the faculty of the English Language Institute was managerial and ordered a bargaining agent election held. By a vote of 28 to 1, ELIFA (English Language Institute Faculty Association) was elected as the bargaining agent for the faculty. In ordering this election, the Board found that:

> ...the record evidence demonstrates that the functions of the teachers at ELI are insufficient to meet the criteria for collegial governance which the Court relied upon in Yeshiva University, in finding the faculty to be managerial employees. Moreover, recent Board cases involving this issue do not warrant a contrary conclusion. The teachers herein are not members of any standing committee which has jurisdiction over various policies at ELI...The teachers have no role in admissions criteria, size of the student body, selection of the teaching assistants or the budget. Moreover, the teachers' authority in the classroom is not complete inasmuch as they do not make the ultimate decision regarding textbooks and they must interact with the Director or Associate Director about students who are failing any courses. Accordingly...the teachers are not managerial employees.

American University is further distinguished inasmuch as the unit certified consists of faculty who in most institutions would be considered as lacking the long-standing Board criteria of "community of interest" with full-time and/or part-time faculty.

SUMMARY AND CONCLUSIONS

No unexpected Yeshiva decisions were issued by the NLRB or its agents during the past year. Each of the cases cited above in Items No. 16 through 24 were predictable as the Board utilized the standards set forth by the United States Supreme Court in NLRB v. Yeshiva, 444 U.S. 672 (1980). The union victories in Florida Memorial, Kendall, Lewis and American all occurred at institutions where the faculty possessed little, if any, managerial authority. Furthermore, the long-standing definition of self governing, mature universities could not be established. While it might be tempting to excuse these cases as isolated deviations nevertheless, Yeshiva would have had to have been stretched beyond a reasonable degree for these claims to have been upheld.

The decisions at COMS, Stevens and Seton Hall, institutions which had previously enjoyed collective bargaining relationships, were consistent with the Board's earlier rulings at Wagner and New Haven. In declaring previously certified units as no longer being able to bargain collectively under the protections of the NLRA, the Board reaffirmed Yeshiva in the broadest sense.

Predicting developments in the emerging labor law of academic collective bargaining is not an easy task. Complicating this issue even further is the appointment of two new NLRB members; Chairman Van de Water has been replaced by Chairman Dotson and Member Fanning by Member Dennis. Thus, the National Center's YESHIVAWATCH, now preparing to enter its fifth year, will continue to track further developments, as well as ascertain the tenor and voting patterns of the new Board.


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# UNIONIZATION OF MEDICAL SCHOOL FACULTY

With the growing interest in union organizing among professionals, we were curious to ascertain if medical school faculties were joining unions or other organizations for the purpose of entering into collective bargaining relationships. We conducted a survey among 114 medical schools in the United States and 16 in Canada. Our response rate was approximately 30 %, the statistical norm for such surveys. We asked each institution whether or not there was a separate bargaining unit for medical school faculty or if faculty bargained as part of a university-wide unit.

Only one institution, The University of Medicine and Dentistry of New Jersey, has a separate unit of physicians, dentists and all fulltime teaching and/or research faculty. The other medical schools where faculty bargain collectively do so as part of system-wide bargaining units. These institutions include the State University of New York Downstate Medical Center, Upstate Medical Center, State University of New York at Stony Brook Health Sciences Center and the State University of New York Health Sciences Center at Buffalo, the University of Hawaii School of Medicine, and Wayne State University School of Medicine.

Physicians at the California State University Student Health Centers, a unit of 150 affiliated with the Union of American Physicians and Dentists, signed their initial contract with the University in 1982. As far as we are able to identify, this group represents the only physicians who were not included in a system-wide faculty bargaining unit.

Faculty senates were reported at 13 medical schools and operated as separate entities from either institutional or system-wide bargaining units. However, no data was available to ascertain if these faculty senates were affiliated with university-wide senates. These 19 were located at the Oregon Health Sciences University, University of Arkansas for Medical Sciences, Louisiana State University Medical College, the Medical College of Pennsylvania, the Ohio State College of Medicine, the University of Utah School of Medicine, Temple University School of Medicine, the University of New Mexico School of Medicine, the University of Maryland School of Medicine, the University of Missouri School of Medicine, Mount Sinai School of Medicine, University of Rochester School of Medicine and Dentistry, Texas Tech Health Science Center, University of Arizona College of Medicine, Tulane University Medical Center, University of California-Davis School of Medicine, University of Oklahoma Health Science Center, University of Miami School of Medicine and Tufts Medical School.

In only one of the 19 institutions cited above, is the non-medical school faculty organized. At Temple University, the recognition clause specifically excludes the medical school and dental school from inclusion into the bargaining unit. It is interesting to note that that same recognition clause also excludes the law school, however, that body has organized into a separate bargaining unit and has negotiated contracts and salary agreements for the past decade.

Three Canadian institutions, the Universities of Ottawa, Saskatchewan and Manitoba, all report institutional-wide bargaining units which embrace their medical school faculties. A further refinement was noted at Manitoba where, in addition to the contract between the University and the faculty association, a separate agreement was identified between the university and the Dental Clinical Staff Association. Membership in faculty senates was noted at the University of Calgary Faculty of Medicine and the School of Medicine at Memorial University of Newfoundland.

With the rapid emergence of collective bargaining in the health care professions, and in particular among nurses and allied health professionals, it remains to be seen if physicians in non-university settings increase their rate of union organizing. If they do, then the parallel movement can be expected among university physicians and medical school faculties. If not, then no growth beyond that of system-wide organizing can be expected.

## WORKSHOP I

### CONTRACT NEGOTIATIONS: THE EFFECTIVE NEGOTIATOR

New York, NY
November 28-29, 1983

St. Louis, MO
February 27-28, 1984

New York, NY
March 26-27, 1984

Labor negotiations require the use of diversified skills. The effective negotiator is aware of when and how to use each skill to his or her advantage for a successful outcome. The role of power, strategy, avoiding psychological pitfalls, timing and influence forms the basic pattern necessary to achieve "getting to yes."

Designed to serve the experienced negotiator who often is found in the midst of crisis bargaining, as well as those new to collective bargaining, this workshop provides valuable insights into optional collective negotiation processes and contract clauses, how to minimize the possibility of impasse and achieve settlement. The mock negotiating sessions are based on actual college contracts and deal with both economic and non-economic topics. Hands-on topics will include developing negotiation strategies, game theory, proposals and counterproposals. Other topics to be discussed include impasse procedures, management rights, union security and achieving settlement.

## WORKSHOP II

### EFFECTIVE ARBITRATION PRESENTATION

New York, NY
December 8-9, 1983

Boston, MA
March 3-9, 1984

The arbitration clause is among the most significant in the collective bargaining agreement. A well-written arbitration clause protects the interests of all parties and contributes to successful contract administration and implementation.

This workshop is designed to expose participants to a range of ideas, problems and possible solutions for issues raised in arbitration. Methods of winning cases in arbitration will be explored from the vantage point of both advocates and arbitrators. The legal environment, as well as limits of the arbitrator's authority and the question of arbitrability, will be presented. Strategies involved in reviewing evidence, preparing witnesses, examining and cross-examining witnesses and the selection of arbitrators will be investigated.

Mock arbitration sessions with experienced arbitrators serving as faculty members, have been built into each of the sessions. Role playing, case studies, and simulation game theory will be utilized. Hands-on topics will include remedy requests, "parol evidence," due process, past practice and argument, testimony and evidence.



## WORKSHOP III

### EFFECTIVE GRIEVANCE HANDLING

New York, NY
January 30-31, 1984

The grievance process in higher education is more restrictive than its industrial counterpart. Since a significant part of the employment relationship lies outside of the collective bargaining agreement, grievance handling has become even more complex.

This workshop is designed to develop the skills necessary to process faculty grievances. A special part of this program will be devoted to the problems involving non-reappointment, denial of tenure, promotion and other adverse personnel actions. The election of forum and the impact of external law on the grievance process will also be investigated. Included will be an analysis of grievance writing and the pros and cons of settling within the grievance procedure.

## WORKSHOP IV

### COLLECTIVE BARGAINING TECHNIQUES FOR THE NURSING PROFESSIONS

New York, NY
December 13, 1983

Nurses are organizing in record numbers in both the private and public sectors; yet the legal framework under which they bargain is still in the emerging stages. This workshop is designed for leaders of employee organizations, hospital administrators charged with the collective bargaining responsibility as well as others desiring a broad understanding of the collective bargaining process.

A special module will focus on collective bargaining for professionals and grievance handling.

Topics addressed in this symposium will include NLRB and PERB unit determination, scope of bargaining decisions, negotiations strategies and impasse procedures. A legal review of appropriate case law under the Taft-Hartley Act and its amendments will be presented.

TWELFTH ANNUAL CONFERENCE

NEW YORK, NY: APRIL 30--MAY 1, 1984

# Registration Card

Mail to: Mrs. Evan G. Mitchell, NCSCBHEP
Baruch College, CUNY, 17 Lexington Avenue,
Box 322, New York, NY 10010
(212) 725-3390

**Please Reserve** _____ places at the National Center Workshop checked below ($50 deposit for each registration must accompany registration card).*

- ☐ New York, NY — Nov 28-29, 1983
- ☐ New York, NY — Dec 8-9, 1983
- ☐ New York, NY — December 13, 1983
- ☐ New York, NY — Jan. 30-31, 1984
- ☐ St. Louis, Mo. — Feb. 27-28, 1984
- ☐ Boston — March 8-9, 1984
- ☐ New York, NY — March 26-27, 1984

☐ Check Enclosed ☐ Bill Me

Name _____

Title _____

Institution _____ Telephone ( )

Address _____

City _____ State _____ Zip _____

*If more than one reservation, attach list of other persons, including similar data to that requested above.

☐ Center Member ☐ Center Member ☐ Non Member
1-day Workshop $75 Rep. did not attend 1-day Workshop $85
2-day Workshop $150 Conf. (free reg.) 2-day Workshop $170

(All fees in U.S. Currency)

**Registration Fee**

The registration fee for members of the Center is $75 for 1-day symposium, $150 for 2-day workshop; for non-members, the fee is $85 for 1-day symposium, $170 for 2-day workshop, and includes tuition, course materials and luncheons. Sleeping accommodations, breakfasts and dinners are not included.

A $50 deposit per person is required with registration card. Checks should be made payable to NCSCBHEP-Baruch College.

Members of the Center who did not send a representative to the 11th Annual Conference in April may send one representative to any one of the workshops free of charge.

Registrants whose applications have been confirmed and who fail to attend a workshop are subject to a $50 service fee unless cancellation is received at least one week before the workshop.

Information and assistance concerning hotel accommodations will be sent to you upon receipt of your registration.